

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

<p style="text-align: center;">IN RE: FOOT LOCKER, INC., FAIR LABOR STANDARDS ACT (FLSA) AND WAGE AND HOUR LITIGATION</p>	<p style="text-align: center;">No. 11-MDL-02235</p> <p style="text-align: center;">No. 07-cv-02157 No. 11-3567 No. 11-3568 No. 11-3590 No. 11-4268</p>
<p style="text-align: center;">THIS DOCUMENT RELATES TO:</p> <p style="text-align: center;"><i>All Actions</i></p>	<p style="text-align: center;">Judge J. Curtis Joyner</p> <p style="text-align: center;"><i>Electronically Filed</i></p>

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND APPROVAL
OF ENHANCEMENT PAYMENTS TO NAMED PLAINTIFFS, DECLARANTS, AND
CERTAIN SAMPLE OPT IN PLAINTIFFS**

On the 28th day of May, 2015, the Court heard Plaintiffs' Unopposed Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Approval of Enhancement Payments to Named Plaintiffs, Declarants, and Certain Sample Opt-In Plaintiffs (ECF No. 59), by Plaintiffs Francisco Pereira, Marissa Smith, Damita Kennedy, Joann Hernandez, Marissa Maguire, Hallie Brown, David Cheatham, Jr., Eric Guzman, and Edward Woo, on behalf of themselves and all others similarly situated, ("*Pereira* Plaintiffs"), Jennifer Hill, Matthew Knighton, and Andre Moore, on behalf of themselves and all others similarly situated ("*Hill* Plaintiffs") (collectively, "Named Plaintiffs"). Having considered all papers filed and proceedings conducted in support of the motion, having found the Settlement of this Litigation on the terms set forth in the Joint Stipulation and Settlement Agreement ("Agreement") filed with the Court on November 17, 2014, to be fair, reasonable and appropriate, the Court hereby finds and orders as follows:

1. Unless otherwise defined herein, all terms used in this Order (the "Fee Order") will have the same meaning as defined in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this litigation.

3. Class Counsel are awarded attorneys' fees in the amount of \$2,383,333.33, and reimbursement of litigation costs in the amount of \$379,800.73, to be paid from the Settlement Consideration.

4. Upon consideration of the size of the Settlement Consideration and the number of beneficiaries, the absence of any objections to the Settlement or the fees and expenses requested by Class Counsel, the skill and efficiency of the attorneys involved, the complexity, expense and duration of the Joint Litigation, the substantial risk of non-recovery, the amount of time and effort devoted to the case, the awards in similar cases, and the terms of the Settlement, the Court finds that the amount of fees and expenses awarded are appropriate, fair and reasonable. No other fees or expenses may be awarded to Class Counsel in connection with the Settlement. The attorneys' fees and expenses shall be paid to Class Counsel in accordance with the terms of the Settlement Agreement.

5. In recognition of their service to the Joint Litigation, and contributions to the Class Members, Enhancement Payments are to be distributed from the Settlement Fund as follows: the sum of \$10,000 each to Named Plaintiffs in *Pereira* and *Hill*, as identified in Exhibit G of the Settlement Agreement; \$5,000 each to Named Plaintiffs who were deposed, excluding the Named Plaintiffs in *Pereira* and *Hill* and the *Cortes* Named Plaintiffs and Opt-In Plaintiffs, as identified in Exhibit H of the Settlement Agreement; \$2,500 each to Named Plaintiffs who were not deposed, as identified in Exhibit I of the Settlement Agreement; \$1,000 each to Declarants who were not a Named Plaintiff, but were deposed, as identified in Exhibit J of the Settlement Agreement; \$500 each to Declarants who were not a Named Plaintiff, and were not deposed, as identified in Exhibit K of the Settlement Agreement; and \$100 each to

Sample Opt-In Plaintiffs who were served, and responded to discovery from Defendants as a Sample Opt-In Plaintiff, but had no recorded Compensable Work Hours during the Applicable Class Period, as identified in Exhibit L of the Settlement Agreement.

6. All such amounts denoted herein are to be paid in accordance with the terms of the Settlement Agreement.

IT IS SO ORDERED.

DATE: *July 16, 2015*

BY THE COURT:

J. Curtis Joyner
J. Curtis Joyner, U.S.D.J.